

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W58XUW-3279-9147		PAGE 1 OF 51	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DQ-04-T-0039	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARIANNE SCHRIK		b. TELEPHONE NUMBER (No Collect Calls) 816-983-3843		6. SOLICITATION ISSUE DATE 02-Jan-2004	
9. ISSUED BY CONTRACTING DIVISION 601 E. 12TH STREET ROOM 757 KANSAS CITY MO 64106-2896  TEL: FAX:		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS 8(A)  SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO USACE, KANSAS CITY TERRY OSBORN MELVERN PROJECT LAKE OFFICE 31051 MELVERN MELVERN KS 66510-9179 TEL: 785-549-3318 FAX: 785-549-3611		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.		FACILITY CODE		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				2 COPIES		29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. SR ACCOUNT NUMBER		39. SR VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)  
Prescribed by GSA  
FAR (48 CFR) 53.212

## Section SF 1449 - CONTINUATION SHEET

NOTICE TO VENDOR**NOTICE TO VENDOR**

(a) Vendors must quote on all items and entire quantities contained in the basic contract period and all renewal options (if any) to be considered. Quotes received not complying with this requirement will be considered non-responsive and will be rejected.

(b) THIS IS A FLOOD CONTROL PROJECT. Occasional retention of floodwaters may inundate portions of the public use areas, other areas, or access roads thereto, being serviced by this contract. In the event that inundation materially affects the scope of the work, the Contractor will be requested to submit a pricing proposal covering the unserviceable or affected portion of his work in order that an equitable adjustment to the contract price can be negotiated and an adjustment made in accordance with the appropriate contract clause entitled, "Changes." Payment for services NOT PERFORMED as a result of conditions stated above will be initially withheld until execution of an equitable adjustment can be made by the contract modification.

(c) Quoters should be aware that first cleanings (after facilities have been closed for a period of time) and cleanings performed around holidays (when large crowds are present) may require more time and effort than services performed at other times.

(d) The Government will provide a campsite for the contractor.

(e) Vendor's attention is directed to E-FAR 52.000.4013, wherein are procedures for correction of Arithmetic Discrepancies.

(f) The Contractor shall furnish proof of required insurance in the form of a copy of the insurance policy, or a binder issued by the insurer. Proof of proper insurance shall be delivered to the Contracting Officer's Representative either at the post-award conference, or prior to starting work on the first day of the service period.

(g) Melvern Project has four separate custodial contracts. In the event one contractor is awarded more than one contract, the contractor shall furnish sufficient equipment and manpower to satisfactorily complete all requirements of each contract simultaneously and independent of any other.

(h) VISA IMPAC cards can be used to pay individual invoices (up to \$25K)

(i) Existing Wage Rates will be furnished on request.

(j) SITE VISIT: Bidders are urged, but are not required, to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonable obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. The Melvern Lake Project Office, U. S. Army Corps of Engineers, is located approximately 3 miles west of Melvern, KS. Telephone (785) 549-3318.

(k) For the purpose of pre-award evaluation, persons submitting quotes must provide a telephone number (refer to block 17a) at which they can be contacted for a period of one (1) week following the closing date of this solicitation. It shall be the responsibility of the quoter to notify the Melvern Lake Project Office of any changes.

(l) Quoter is responsible for a thorough review of the solicitation and completion of all applicable fill-ins and submission of quote.

(m) Because of the personal superintendence requirement and potential demands of this contract, award of this contract will render the successful quoter ineligible for consideration on any other solicitation requiring services during the period of this contract. The Government will not award this contract to a quoter who intends to sub-contract the work to another party. It is our desire that the quoter be an integral part of the work force throughout the term of this contract.

(n) **In addition, in accordance with FAR Part 52.212-2 Evaluation- Commercial Items (Jan 1999), the Contracting Officer will evaluate responsible offers on the basis of best value to the Government.** The Government is more concerned with other factors than with making an award to the low quoter. In addition to using pricing as a determining factor, evaluations of the contractor's related experience and past performance will be considered.

A. This will be a BEST VALUE acquisition. Award will be made based on best value to the Government, and will not be made based on price alone, in accordance with FAR Part 52.212-2 "Evaluation – Commercial Items" (Jan 1999). The following evaluation factors will be considered:

- 1) Experience
- 2) Past Performance
- 3) Price

The evaluation factors of Experience and Past Performance will weigh more heavily than Price in determining the best value to the Government.

In order to be considered, bidders must provide information on Experience using Attachment 1, "Statement of Experience"; and must provide information on Past Performance utilizing Attachment 2, "Past Performance Questionnaire." Following are instructions for providing this required information:

#### **Experience (Attachment 1, Statement of Experience)**

Related experience will be determined by the length of time (years and months) of work in similar positions, performing duties similar in nature and complexity to the required services. Using Attachment #1, "Statement of Experience and Personal Information", list any experience you have had pertinent to this position. Return this document along with your bid by the due date.

#### **Past Performance (Attachment 2, Past Performance Questionnaire)**

Past Performance will be rated by the quality of services, timeliness of performance, and customer satisfaction on other contracts performed. Bidders should refer to Attachment #2, "Past Performance Questionnaire and Cover Letter". Bidders are to send this cover letter and questionnaire to three references which can verify your performance on work similar in nature and complexity to the required services. The three references should return the forms (via fax) directly to the US Army Corps of Engineers within three days of receipt, as specified in the Cover Letter. The Government may obtain additional information related to past performance from sources other than the questionnaire. At no time during the evaluation process or after award will comments or sources of comments be revealed to you or to other parties. Bidders are to submit the names, addresses and telephone numbers of their three references with this offer.

An evaluation will be completed for each responsive bid received by the due date and time in response to this solicitation. Selection of a Contractor will be determined following a thorough assessment of such bids. The assessment will involve a determination by the Government of the overall merit of each Contractor's bid, recognizing that subjective judgment on the part of the Government is implicit in the entire process. An award will be made to the bid which is deemed responsible in accordance with FAR 9.1, and which conforms to this RFP and is determined to be the overall most advantageous to the Government, with price and other factors considered.

### **Information for offerors**

Contractor is required to be CCR Registered by time of contract award in order to receive the award. Registration is to be accomplished by accessing [www.ccr.gov](http://www.ccr.gov). By submission of a bid, a bidder acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award; during performance; and through final payment of any contract resulting from the solicitation. Refer to clause 252.204-7004.

In order to be considered responsive, bidders must complete and return all of the following:

Complete block 17a of your quote with your complete mailing address and telephone number.

Complete blocks 30a, 30b and 30c. In addition, provide Dun & Bradstreet number in block 30b above printed name. A Dun & Bradstreet number may be obtained by accessing [www.ccr.gov](http://www.ccr.gov). Complete Section SF 1449 – Continuation Sheet, beginning on page 2.

This section contains the bid items (CLINs).

Complete all applicable parts of FAR clause 52.212-3 "Offeror Representations and Certifications", which appears in the 'Contract Clauses' section.

Bidders must complete all fill-ins and send or deliver all return pages, to be received by the due date and time shown in block 8 of page 1 of the solicitation, to the address in block 9:

US ARMY CORPS OF ENGINEERS  
 Kansas City District Office Room 757  
 ATTN: Marianne Schrik  
 601 E. 12<sup>th</sup> Street  
 Kansas City, MO 64106

Important: Please mark the outside of your envelope "Contract Proposal".

- B. The Contractor shall furnish all required insurance agreements to the Contracting Officer or his representative, before starting work.
- C. The Government will not award this contract to a bidder who intends to sub-contract the work to another party. It is our intent that a bidder be an integral part of the workforce throughout the entire performance period of this contract.
- D. Quoters must provide a telephone number at which they can be contacted for a period of not less than two (2) weeks following the closing date of this solicitation: ***Quoter may be contacted at*** ( ) \_\_\_\_ - \_\_\_\_\_. Quotes from persons who cannot be contacted by telephone over any two-day period during normal office hours (8:00 a.m. through 4:00 p.m., C.S.T.) within the two-week period following quote closing will be considered non-responsive, and will be removed from further consideration.
- E. The previous contract was awarded for the following amounts, however the job requirements for the new contract have changed:

*\$10,050.00 for fiscal year 2002*  
*\$10,050.00 for fiscal year 2003*

Renewal options are at the discretion of the U.S. Army Corps of Engineers, not of the Contractor. The Contractor cannot withdraw from the contract or refuse renewal options of consecutive years at his/her discretion.

## **FOLLOWING ARE THE EVALUATION FACTORS:**

### **Factor 1) Past Performance.**

Past Performance will be rated by the quality of services, timeliness of performance, and customer satisfaction on other contracts performed. Quoters should refer to Attachment #2, "Past Performance Questionnaire and Cover Letter." **Quoters are to send this cover letter and questionnaire to three (3) references, which can verify your performance on work similar in nature, and complexity to the required services.** The three (3) references should

return the forms (via fax) directly to US Army Corps of Engineers within three (3) days of receipt, as specified in the Cover Letter. Additional information related to past performance may be obtained by the Government from sources other than the questionnaire. At no time during the evaluation process or after award will comments or sources of comments be revealed to you or to other parties. **Quoters are to submit the names, addresses, and telephone numbers of their three (3) references with this offer.**

**Factor 2) Related Experience.**

Related Experience will be determined by the length of time (years and months) of work in similar positions, performing duties similar in nature and complexity to the required services.

**Factor 3) Pricing**

An evaluation will be completed for each responsive quote by the due date and time in response to this solicitation. Selection of a Contractor will be determined following a thorough assessment of such quotes. The assessment will involve a determination by the Government of the overall merit of each Contractor's quote, recognizing that subjective judgment on the part of the Government is implicit in the entire process. An award will be to the quote which is deemed responsible in accordance with FAR 9.1 and whose quote conforms to this RFQ and is determined to be the overall most advantageous to the Government, with price and other factors considered.

**ATTACHMENT #1****STATEMENT OF EXPERIENCE**

This form must be completed by all quoters in order to receive consideration. If additional space is needed, this form may be duplicated as necessary. Information describing the offeror's complete contracting background, personal information, and experience shall be provided. The Contractor information should only describe experience that directly pertains to the type of work set forth in this solicitation. Include details of any training which would enable you to better perform the work outlined in the specifications. Reference information should include the names and current telephone numbers of all individuals listed.

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***Experience No. 1***

Contract/work type: \_\_\_\_\_

Agency/firm for whom work was performed: \_\_\_\_\_

Contact person at the site: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Month/Year work began: \_\_\_\_\_ Month/Year work ended: \_\_\_\_\_

Brief description of duties:

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***Experience No. 2***

Contract/work type: \_\_\_\_\_

Agency/firm for whom work was performed: \_\_\_\_\_

Contact person at the site: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Month/Year work began: \_\_\_\_\_ Month/Year work ended: \_\_\_\_\_

Brief description of duties:

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***Experience No. 3***

Contract/work type: \_\_\_\_\_

Agency/firm for whom work was performed: \_\_\_\_\_

Contact person at the site: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Month/Year work began: \_\_\_\_\_ Month/Year work ended: \_\_\_\_\_

Brief description of duties:

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***Experience No. 4***

Contract/work type: \_\_\_\_\_



Agency/firm for whom work was performed: \_\_\_\_\_

Contact person at the site: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Month/Year work began: \_\_\_\_\_ Month/Year work ended: \_\_\_\_\_

Brief description of duties:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT #2**

**PAST PERFORMANCE QUESTIONNAIRE**

AND

**COVER LETTER**

## COVER LETTER

DEPARTMENT OF THE ARMY  
KANSAS CITY DISTRICT, CORPS OF ENGINEERS  
760 FEDERAL BUILDING  
601 EAST 12<sup>TH</sup> STREET  
KANSAS CITY, MISSOURI 64106-2896

TO: \_\_\_\_\_ (completed by quoter)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Past Performance Questionnaire  
Solicitation for Facilities Cleanup Services

The U.S. Army Corps of Engineers is soliciting for Park Attendant at Kanopolis Lake Project Office. We have requested offerors interested in submitting quotes for these services to send this letter along with the enclosed questionnaire to three references for past and/or present contracts relevant to the services required by this solicitation.

We request and appreciate your assistance in completing the questionnaire, so that we may evaluate the offeror's past performance. Please provide any comments or additional information which you deem relevant or important. **At no time during the evaluation process or after award will your comments be revealed to the offeror.**

Please complete and submit the questionnaire within three (3) days of receipt fax to:

*Fax #(816) 426-5169, to attention of Marianne Schrik*

Thank you in advance for your assistance in making this a "best value" procurement. Should you have any questions, please feel free to contact me at (816) 983-3848.

Sincerely,

Marianne Schrik  
Contract Specialist  
U.S. Army Corps of Engineers

Enc (1)



## PAST PERFORMANCE QUESTIONNAIRE

### **SOLICITATION FOR Park Attendant Services**

Kanopolis Lake Project Office

#### SECTION 1: (To be completed by Offeror)

CONTRACTOR/COMPANY NAME: \_\_\_\_\_

CONTRACT NUMBER(S): \_\_\_\_\_

(complete only if a Government Contract)

LOCATION: \_\_\_\_\_

VALUE: \_\_\_\_\_ DATES: \_\_\_\_\_

#### **SECTION 2: (To be completed by Reference)**

##### **A. Quality of Services:**

How would you rate the **quality** of the contractor's performance?

- \_\_\_\_\_ Excellent
- \_\_\_\_\_ Very Good
- \_\_\_\_\_ Satisfactory
- \_\_\_\_\_ Marginal
- \_\_\_\_\_ Unsatisfactory

Comments:

\_\_\_\_\_  
\_\_\_\_\_

##### **B. Timeliness of Performance:**

Was the contractor **dependable and reliable**, and were contract requirements completed **timely**?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

Comments:

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**C. Customer Satisfaction:**

How would you rate **your satisfaction with the service** provided by this contractor?

- \_\_\_\_\_ Extremely Satisfied
- \_\_\_\_\_ Satisfied
- \_\_\_\_\_ Partially Satisfied
- \_\_\_\_\_ Dissatisfied
- \_\_\_\_\_ Extremely Dissatisfied

Comments:

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How would you rate **your satisfaction with this contractor?**

- \_\_\_\_\_ Extremely Satisfied
- \_\_\_\_\_ Satisfied
- \_\_\_\_\_ Partially Satisfied
- \_\_\_\_\_ Dissatisfied
- \_\_\_\_\_ Extremely Dissatisfied

Comments:

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Would you hire this contractor again?

- \_\_\_\_\_ Yes
- \_\_\_\_\_ No

Comments:

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COMPANY NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

YOUR NAME: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_



**PARK CUSTODIAN  
OUTLET PARK (NORTH AND BOYER AREA)  
MELVERN LAKE, MELVERN KANSAS**

**Performance Work Statement**

**C.1 General Information**

**C.1.1 Background** Melvern Lake flood control reservoir in Kansas, with a storage capacity of 363,000 acre-feet (an acre-foot = 325,000 gal.). Recreational development is extensive. Six parks and access areas, managed by or leased from the U.S. Army Corps of Engineers, are conveniently located around the reservoir. Park areas at Melvern Lake offer a wide variety of recreation facilities including boat launching ramps, campgrounds, a full service marina, picnic areas, sand swimming beaches, and a visitor center. Many routine maintenance items are contracted to the private sector. Park attendant services, mowing, refuse collection, and facility cleanup are just a few of the activities that are performed by private contractors for the Corps.

**C.1.2 Scope of Work**

The Contractor shall provide labor, material, and equipment as specified to perform park custodian duties at the Outlet Park (north and Boyer Area) as described in this Performance Work Statement (PWS) and elsewhere in the contract. The Contractor shall perform the specific tasks listed in Section C-5. Acceptable performance standards and current regulations are provided for each task.

**C.1.3 Period of Performance** The contract shall begin April 1 or date of award and continue through 31 October. The contractor must reside at the work site during the period of performance, and must remove all personal property from the site within 7 days after checkout. Park custodian campsites are for use by one camping unit only.

**C.1.4 Hours of Operation**

**C.1.4.1** At least one person shall be available within the park area between the hours of 7:00 a.m. and 11:00 a.m. of any scheduled workday. If all required services have been satisfactorily performed during the specified service period, the Contractor may leave the area during hours outside the specified service period. Any exception or deviation from the service period shall be approved by the Operations Manager.

**C.1.5 Post-Award Conference**

After award, but prior to commencement of work, the Contractor shall contact the Contracting Officer's Representative, to arrange a mutually agreeable time to meet at the Melvern Project Office to review the requirements and details of the work.

**C.1.6 Quality Control**

**C.1.6.1** The Contractor will develop a Quality Control Plan designed to demonstrate how the Contractor will meet the needs of the project. The Quality Control Plan will document how well the Contractor is meeting these needs and will be submitted for approval prior to work on this



contract. The contractor must provide and maintain an inspection system acceptable to the government covering the services under this contract. Complete records of all inspection work performed by the contractor must be maintained and made available to the government during contract performance.

**C.1.6.2** The Contractor shall designate, in writing, a responsible on-site representative of each work crew who shall serve as the contact for matters involving quality and performance or nonperformance of the required work assigned to that crew. The government reserves the right to discuss park custodian matters regarding quality, performance or nonperformance with any employee on-site and currently employed by the contractor.

**C.1.7 Required Insurance** The contractor shall obtain and maintain during the period of performance under this contract Commercial Automobile Liability insurance according to the applicable Kansas State statutes. Proof of insurance shall be provided to the Contracting Officer's Representative prior to commencement of duties.

## **C.1.8 QUALITY ASSURANCE**

### **C.1.8.1 Quality Assurance Surveillance Plan.**

A Quality Assurance Surveillance Plan (QASP) will be used during the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government develops the QASP and the Project Office administers the Plan through Quality Assurance Evaluators (QAE)s.

**C.1.8.2** The government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The government shall perform inspections and tests in a manner that shall not unduly delay the work.

**C.1.8.3** If any of the services do not conform to contract requirements, the government may require the contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

**C.1.8.4** If the contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the government may (1) by contract, or otherwise, perform the services and charge to the contractor any cost incurred by the government that is directly related to the performance of such service or (2) terminate the contract in whole or in part.

## **C.1.9 Coordination with the Project Office**

**C.1.9.1** As each item of work is completed, the Contractor's representative at the job shall enter the time that the item of work was completed on a Contractor's Daily Worksheet. Completed and signed worksheets shall be delivered each week work is performed, as directed by the Contracting Officer's Representative. Contractor Daily Worksheet forms will be furnished by the Government.

**C.1.9.2** Day to day contact with Government personnel, and telephone communication shall normally provide adequate information exchange. The Government reserves the right to schedule meetings at the Project Office as necessary to insure strict compliance with the terms of this contract. Such meetings shall be scheduled, to the extent possible, at mutually convenient times. However, upon notice, the Contractor shall attend meetings regarding matters affecting this contract.

**C.1.9.3** To assist the visiting public in reclaiming lost articles, all property left by visitors and found during cleanup operations shall be turned in to the (Project Office).

**C.1.9.4** Any evidence of vandalism, instances of facilities not operating properly, or are in need of repair, shall be promptly reported to project personnel.

**C.1.9.5** The Contractor shall remove any dead animals within the area serviced under this contract, to the extent that the dead animal is small enough to be removed by the Contractor's daily staff. Any large animal that would require additional staff or equipment to move shall be reported to the Contracting Officer's Representative as soon as possible. Disposal of dead animals shall be as directed by the Operations Manager or his representative.

#### **C.1.10 Contractor Personnel**

**C.1.10.1** All Contractor personnel shall be fully clothed, at all times, while performing these services. Clothing shall be clean and neat in appearance.

**C.1.10.2** Contractor personnel shall utilize tact, diplomacy and courtesy at all times during contact with the public.

#### **C.1.11. Safety Requirements**

Prior to beginning work on this contract the Contractor shall have an approved Accident Prevention Plan. This plan shall be in accordance with the most recent EM 385-1-1. The plan is intended to be a viable document and enhance the safety of Project staff and visitors. The Contractor will be expected to take a vital interest in safety, hazard, and educate their employees to work and plan their work safely. Proper driving techniques and defensive driving will be practiced to prevent vehicle accidents and property damage.

**C.1.11.1** The contractor shall display a sign reading "CLOSED FOR CLEANING" at the entrance of all facilities during cleaning operations.

**C.1.12 Other Contractors** The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Government employees. All work must be carefully planned and fitted not to interfere with such other work. The Contractor shall not commit or permit any act that will interfere with the performance of work by other contractors or by Government employees.

**C.2 Definitions and Acronyms:** The following definitions and descriptions apply wherever the word, phrase, or acronym is used in this performance work statement.

**Clean:** As used generally, means free of all foreign matter, film, spots, streaks, dirt or impurities. As used for acceptance of work means gleaming, free from dirt, contamination, or impurities, unsoiled, unstained, neat and tidy.

**Contracting officer's representative** means an individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

**Debris:** Any articles, or parts thereof, such as paper, gum, litter, strings, cigarette butts, leaves, and sand.

**Dirt:** Particles of sand, soil, grit, or pebbles; mud, dust, tar, liquid stains, vomit, and/or ashes.

**Foreign Matter:** Any articles, or parts thereof, not belonging to the place found.

**Fully-Clothed:** Deemed to mean that a sleeved shirt (or T-shirt), trousers, and shoes shall be worn at all times: except that this requirement shall not be construed to replace or eliminate the necessity for the wearing of appropriate protective clothing or devices as may be required for the application of various chemicals.

**Performance-Based Contract:** (FAR 2.101) Structuring all aspects of an acquisition around the purpose of the work to be performed with the contract requirements set forth in clear, specific, and objective terms with measurable outcomes as opposed to either the manner by which the work is to be performed or broad and imprecise. (Added) (Agree)

**Performance Requirements Summary (PRS):** The PRS shows contract requirements, the component requirements related to each contract requirement, the price of each work requirement as a percentage of the associated contract requirement (Fixed Price Contracts), the standard of performance, and the acceptable quality level (AQL) for each work requirement. (Added) (Agree)

**Quality Assurance Surveillance Plan (QASP):** An organized written document used by Government for quality assurance surveillance. Document contains sampling/evaluation guides, checklists, and the performance requirements summary (PRS). (Added)

**Quality Control (QC):** A method used by the Contractor to control the quality of goods and services provided.

**Quality Assurance (QA):** A method used by the Government to provide some measure of control over the quality of purchased goods and services received.

**"Service contract"** means a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply. A service contract may cover services performed by either professional or nonprofessional personnel whether on an individual or organizational basis. Some of the areas in which service contracts are found include the following:

- (a) Maintenance, overhaul, repair, servicing, rehabilitation, salvage, modernization, or modification of supplies, systems, or equipment.
- (b) Routine recurring maintenance of real property.
- (c) Housekeeping and base services.
- (d) Operation of Government-owned equipment facilities, and systems.

**C.3 Government-Furnished Equipment, Materials and Supplies.** Government-Furnished materials and supplies are provided to the Contractor only for use in performing work specified in this Contract.

**C.3.1** The Government shall provide a campsite for the Contractor's trailer, and utility hookup consisting of water, electricity, sewer and telephone. In addition, the campsite shall include a storage building, picnic table, and refuse container. Refuse collection service is provided at the park entrance.

**C.3.2** The Government will furnish to the Contractor the following identified property to be used in performing the contract. Damages or loss while in the Contractor's possession shall be reported in writing, to the Contracting Officer or his authorized representative within 72 hours.

<u>Item (Description)</u>	<u>Approx. Quantity</u>	<u>Where Available</u>	<u>Value</u>
(1) Campsite with Utility and Telephone	1	Outlet Park	N/A
(2) Storage Building	1	Campsite	N/A
(3) Picnic Table	1	Campsite	N/A
(4) Refuse Container	1	Campsite	N/A

**C.3.3 Government-Furnished Consumable Items** - The following consumable items shall be furnished to the Contractor by the Government from stock. The Government shall retain control of expendables, to be dispensed on an as-needed basis for use in performance of the contract.

- (1) Keys
- (2) Toilet tissue
- (3) Plastic trash bags
- (4) Water for cleaning
- (5) Contractor Daily Worksheets

**C.4 Contractor Furnished Equipment and Supplies** The Contractor shall furnish all equipment and supplies not identified in Section C.3 of this PWS as Government-Furnished supplies and equipment and as specifically identified in this section. All contractor-furnished equipment and supplies must be approved by the Operations Manager prior to initial use.

- (1) A mobile travel trailer, motor home or approved equal, containing sanitary facilities and all equipment necessary for habitation. Tents or "Pop-Up" type tent campers shall not be permitted. The unit shall present a neat appearance when parked at a location designated by the

Operations Manager. If a self-propelled unit is utilized, it shall remain on jacks (blocked up for the duration of contract), and shall not be used as transportation. If utilized, the Contractor shall maintain the area where the trailer is parked in a clean and sanitary condition at all times. The site shall be kept free of debris, disabled vehicles, trash, can collections, disabled watercraft, property of others, or any personal paraphernalia that may inhibit the otherwise neat and well-kept appearance exhibited by adjacent property. No dog pens, horse corals, poultry cages or similar facilities for pets or raising of animals will be allowed. The Contractor's pets shall be confined on a leash of 6 feet or less in length. Flower or vegetable gardens will be allowed in the immediate area, as approved by the Project Operations Manager.

(2) Transportation vehicle(s), other than specified in C.4.1 above, for use in performing the requirements of this contract.

(3) Telephone installation at trailer site.

(4) The Contractor shall furnish to the Operations Manager, a telephone number attended during normal business hours (8a.m. - 4:30 p.m. c.s.t.) to which calls concerning performance or other contractual matters can be placed. For the purpose of time and date, a message will be deemed delivered to the Contractor, at such time as it is delivered to the number provided by the Contractor.

## **C.5 Specific Tasks**

### **C.5.1 General Information**

Cleanup of facilities is directly related to public health and sanitation; therefore, it is essential that all facilities be serviced as specified. In the event that an area or facilities within an area are missed, or are not properly cleaned, the Contractor shall re-clean the area or affected facilities immediately upon receipt of such notice from the Contracting Officer or his Authorized Representative. Failure to correct noted deficiencies may result in withholding payment for the work not performed. Equipment breakdown shall not relieve the Contractor of the responsibility of performing the work as specified. The Contractor shall assure that he has, or can obtain on short notice, sufficient backup equipment to continue the services as specified without interruption in the event of mechanical failure of his primary equipment.

### **C.5.2 Scheduled Services**

**C.5.2.1** Services shall be performed in accordance with the schedule shown below for the service period of 1 April thru 30 September (and 1 October thru 31 October) if fall renewal is exercised. Services shall be performed six (6) days per week including holidays, between the hours of 7 a.m. and 11 a.m., and 4 p.m. and 6 p.m. on Saturdays and Sundays, and between the hours of 7 a.m. and 11 a.m. on Monday through Friday, (excluding Wednesday). Any deviations or exceptions to the work schedule shall be approved in writing by the Project Operations Manager.

### **SERVICE SCHEDULE:**

AREA:	<b><u>Outlet(North)</u></b>	<b>opens</b>	<b>closes</b>
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ITEMS:	Shower Latrine A	16 Apr	15 Oct
	Shower Latrine B	1 Apr	31 Oct
	Shower Latrine C	1 Apr	31 Oct
	Comfort Stations	16 Apr	15 Oct
	<b>All other facilities</b>	1 Apr	31 Oct.

AREA: **Boyer Area and dam roadway**

ITEMS: Litter Pickup

**For cleaning periods (Opens - Closes) not listed, the period shall be 1 April thru 30 September and 1 October thru 31 October if option is exercised.**

<u>Facilities/Areas:</u>	<u>Quantities</u>
Vault Toilet	1
Shower Latrines	3***
Sanitary Dump Station	1
Bulletin Board	1
Playground	1
Courtesy Dock (with mounted fish cleaning tables)	1
Fishing Pier	1
Fire Rings <b><u>see note below</u></b>	102*
Water Fountains	7*****
Refuse Containers (at facilities)	6****
Refuse Containers (not at facilities)	6****
Policing and litter pickup <b><u>see note below</u></b>	100 acres**
Comfort Stations	2
Sidewalks approx.	5800 sq. ft**

**NOTE: Litter pick up and the servicing of refuse containers in or within 30 feet of facilities to be serviced is required throughout the term of this contract. Furthermore, litter pick up, servicing of refuse containers, and servicing of fire rings beyond 30' of facilities is required during the months of April and October ONLY.**

\*Total number of grills shall be subject to a variation of +/- 4 at no change in contract price.

\*\*Quantities are estimated. The Contractor shall be responsible for determining exact quantities and conditions affecting performance of this work.

\*\*\*The Shower/Latrine buildings have washer and dryer rooms.

\*\*\*\*Total number of refuse containers) shall be subject to a variation of +/- 1 at no change in contract price.

\*\*\*\*\* 6 at serviced facilities, 1 not at serviced facilities

### **C.5.3 Schedule of Duties**

**C.5.3.1 Daily**

Provide services each day (except Wed.) to clean the following areas as necessary: Shower latrines, vault toilet, comfort stations, dump station, refuse containers, litter pickup, courtesy docks, sidewalks.

**C.5.3.2 Weekly**

Provide services once weekly on Monday to clean the following areas:, Bulletin boards, playgrounds, fire rings, water fountains and refuse containers and litter pickup along the River Trail and Fishing Pond Trail. **Note: Litter pickup along the River Trail, Fishing Pond Trail and beyond 30' of facilities serviced is not required May 1 through 30 September.**

**C.5.3.3 Annually**

Provide services once annually during the first week of April to clean light fixtures and screens in the shower latrine buildings.

**C.5.3.4** All work shall be accomplished within the timeframes specified above. Services rendered outside the time periods specified will not be compensated unless specifically approved in writing by the Contracting Officer or his authorized representative.

**C.6 Service Facilities/areas-****C.6.1 Shower/latrines and vault and flush-type toilets:**

**C.6.1.1 Ceilings** - Clean ceilings on the inside and overhang on the outside of buildings to remove spider webs, dust, bird and insect nests, dirt, and insect spots. If soap or disinfectant is used, rinse with clean water and wipe dry.

**C.6.1.2 Walls, shower stalls, benches, partitions, stools (flush-type), wash basins, doors and refuse containers** – Clean and disinfect to ensure removal of all dirt, oil, lotions, soap residue, calcium deposits or other foreign matter. All surfaces including soap trays, faucets, stool lids, handicap bars, etc. shall be present a dried polished appearance free of cleaning solution, disinfectant, water spots, etc. Exterior walls shall have spider webs, dust, bird and insect nests, debris and grass clippings removed.

**C.6.1.3 Floors and floor drain plates** – Shall be disinfected and free of all foreign matter, trash, and excess water.

**C.6.1.4 Mirrors** – Shall be free of dirt, dust, smudges and streaks.

**C.6.1.5 Stools – Non-waterborne (vault-type)** - Risers inside and outside, seats and lids shall be cleaned and disinfectant to provide a surface free of foreign matter. Seats shall present a dry appearance free of disinfectant and water spots

**C.6.1.6 Washer and dryers** – Both the inside and outside shall be maintained in a clean condition free of dirt or detergent residue. Lint screens of dryers shall be cleaned during each major cleanup.

**C.6.1.7 Light Fixtures** - Remove all dirt, dust, bugs, cobwebs, smudges, and streaks from fixtures, bulbs and grill. Reinstall grillwork.

**C.6.1.8 Metal/wood louvers** – Maintain a clean appearance free of spider webs, dust, bird and insect nests, bird droppings, or other foreign matter.

**C.6.1.9 Toilet Paper Dispensers** - All toilet paper dispensers on structures serviced under this contract shall be kept fully supplied.

**C.6.1.10** All paper shall be protected to prevent wetting during cleaning operations. Care shall be taken to avoid wetting of hand dryers, and electrical fixtures during cleaning.

**C.6.2 Picnic Shelter:** Note: Pressure water pump and/or garden hose will be needed to obtain satisfactory results at picnic shelters.

**C.6.2.1** Ceiling, beams, trusses, and overhang shall be clean and free of all dirt, spider webs, dust, bird and insect nests, and foreign matter and provide a clean condition.

**C.6.2.2** Table tops, seats, and floor slabs shall be cleaned and disinfected to ensure a condition free of all dirt, food particles, foreign matter, and excess water.

**C.6.3 Refuse and litter handling (facilities):**

**C.6.3.1** All trash, litter, debris or residue (including but not limited to cigarette butts, match books, bottle caps, snap tabs and paper) within or immediately adjacent to the facility being serviced shall be removed. At no time shall trash or debris be swept or washed out of a facility and left.

**C.6.3.2** Refuse containers located within the facility being serviced shall have all trash, litter, debris or residue removed. The containers shall present a clean and odor free condition. Plastic liners shall be replaced.

**C.6.3.3** Exterior refuse containers (excluding dumpsters) placed at various locations throughout the park area shall be cleaned and emptied and the refuse placed in centrally located dumpsters. A new plastic liner shall be installed in containers (as needed) and the lids reinstalled on the containers. Exterior refuse containers and holders shall present a clean odor free condition. When odor becomes prevalent in trash containers the Contractor shall empty and wash containers and holders as needed to provide sanitary conditions for the public.

**C.6.3.4** In and adjacent to all facilities, mowed park areas, on and adjacent to roadways, and parking areas, and on and adjacent to roadways and parking areas, and on and adjacent to beach and boat ramp areas (including boat ramp riprap areas if applicable) shall be free of litter and debris. Litter and debris shall be placed in the nearest refuse container.



**C.6.3.5** Campers are given trash bags and asked to deposit their trash in the trash dumpster located at the park entrance. There are occasions when some campers do not comply with this request. The contractor shall ensure that campsites are free of all trash and debris left on or near the site.

**C.7. Sidewalks:** All sidewalks shall be free of debris, stains, residue and (any) excess water shall be removed.

**C.8 Water fountains:** Shall be cleaned and disinfected to remove all residue and stains

**C.9 Fire rings:** Shall be cleaned of debris, ashes, food particles, and other foreign matter. Remove all debris, litter, ashes and coals on the ground in the immediate vicinity of grills. Grills containing live ashes or warm coals shall be left undisturbed and shall be cleaned at the next regularly scheduled cleaning. Rocks in the rings shall be returned to the shoreline or other rocky area as necessary.

**C.10 Playground and bulletin board:** Shall be kept clean and free from cobwebs, bird droppings, insect nests foreign matter, and debris. The outside glass of visitor bulletin boards shall be free of dust, smudges and streaks.

**C.11 Miscellaneous duties:**

**C.11.1** The contractor shall display a sign reading "closed for cleaning" at the entrance of all facilities during cleaning operations.

**C.12 Applicable Publications and Forms**

**C.12.1 MAP:** Information on Melvern Lake can be found on the Internet @ <http://www.nwk.usace.army.mil/melvern/melvern.home.htm>

**Technical Enclosure 1: Performance Requirements Summary (PRS)**

Section (Para)	Contract Requirements	Performance Standards	Lot Description	ALP(%)	Method of Surveillance
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C.5.3.1	Daily Cleanup	Clean shower/latrine, vault toilet, comfort stations, dump station, refuse containers, litter pickup, dock, pier and sidewalks	Approx. 30 services per month	4%	Random Sample and Customer complaint
C.5.3.2	Weekly Cleanup	Clean bulletin boards, playground, fire rings, water fountains and litter pickup and refuse container servicing along the River Trail.	4 services per month	4%	Random Sample and Customer complaint
C.5.3.3	Annual Cleanup	Clean light fixtures, windows and screens in shower/latrines.	1 service per year	4%	Authorized representative inspection.

BASE YEAR CONTRACT PERIOD  
01 APRIL 2004 THRU 30 SEPTEMBER 2004

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		
	PARK CUSTODIAN OUTLET PARK (NORTH AND BOYER AREA)				
	MELVERN LAKE, MELVERN KANSAS				
	FIRM FIXED PRICE				

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NET AMT

FOB: Destination

OPTION YEAR 1 CONTRACT PERIOD  
01 APRIL 2005 THRU 30 SEPTEMBER 2005

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum		
OPTION	PARK CUSTODIAN OUTLET PARK (NORTH AND BOYER AREA)				
	MELVERN LAKE, MELVERN KANSAS				
	FIRM FIXED PRICE				

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NET AMT

TOTAL AMOUNT OF BASE PERIOD AND OPTION YEAR 1

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FOB: Destination

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at Melvern Lake, Melvern, Kansas.

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	01-APR-2004	1	USACE, KANSAS CITY TERRY OSBORN MELVERN PROJECT LAKE OFFICE 31051 MELVERN MELVERN KS 66510-9179 785-549-3318 FOB: Destination	W912DQ

## CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	OCT 2003
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	OCT 2003
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	DEC 2003

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Past Performance  
Experience  
Price

Experience and past performance, when combined are significantly more important than cost or price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and



that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

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(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

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 -----  
 -----

Country of Origin

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 -----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

( ) (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

#### 52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

## 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

WAGE RATES

94-2213 KS, TOPEKA

WAGE DETERMINATION NO: 94-2213 REV (28) AREA: KS, TOPEKA

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD: 94-2214\*\*

*****	
REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210
	Wage Determination No.: 1994-2213
William W. Gross	Revision No.: 28
Director	Date Of Revision: 09/16/2003
Division of	
Wage Determinations	
*****	

—  
State: Kansas

Area: Kansas Counties of Brown, Clay, Cloud, Coffey, Dickinson, Geary, Jackson, Jefferson, Lyon, Marshall, Morris, Nemaha, Osage, Ottawa, Pottawatomie, Republic, Riley, Saline, Shawnee, Wabaunsee, Washington

—  
\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	
10.15	
01012 - Accounting Clerk II	
11.49	
01013 - Accounting Clerk III	
13.34	

01014 - Accounting Clerk IV  
15.13  
01030 - Court Reporter  
13.34  
01050 - Dispatcher, Motor Vehicle  
14.93  
01060 - Document Preparation Clerk  
10.20  
01070 - Messenger (Courier)  
9.11  
01090 - Duplicating Machine Operator  
10.20  
01110 - Film/Tape Librarian  
11.75  
01115 - General Clerk I  
8.66  
01116 - General Clerk II  
9.72  
01117 - General Clerk III  
12.83  
01118 - General Clerk IV  
14.06  
01120 - Housing Referral Assistant  
14.83  
01131 - Key Entry Operator I  
8.95  
01132 - Key Entry Operator II  
9.74  
01191 - Order Clerk I  
10.67  
01192 - Order Clerk II  
12.10  
01261 - Personnel Assistant (Employment) I  
11.03  
01262 - Personnel Assistant (Employment) II  
12.40  
01263 - Personnel Assistant (Employment) III  
14.31  
01264 - Personnel Assistant (Employment) IV  
15.89  
01270 - Production Control Clerk  
16.31  
01290 - Rental Clerk  
11.11  
01300 - Scheduler, Maintenance  
11.54  
01311 - Secretary I  
11.08  
01312 - Secretary II  
13.34  
01313 - Secretary III  
14.83

01314 - Secretary IV  
18.70  
01315 - Secretary V  
20.71  
01320 - Service Order Dispatcher  
11.75  
01341 - Stenographer I  
9.86  
01342 - Stenographer II  
11.08  
01400 - Supply Technician  
18.70  
01420 - Survey Worker (Interviewer)  
11.18  
01460 - Switchboard Operator-Receptionist  
11.12  
01510 - Test Examiner  
13.34  
01520 - Test Proctor  
13.44  
01531 - Travel Clerk I  
10.00  
01532 - Travel Clerk II  
10.52  
01533 - Travel Clerk III  
11.34  
01611 - Word Processor I  
12.27  
01612 - Word Processor II  
13.79  
01613 - Word Processor III  
15.93  
03000 - Automatic Data Processing Occupations  
03010 - Computer Data Librarian  
10.09  
03041 - Computer Operator I  
9.82  
03042 - Computer Operator II  
13.94  
03043 - Computer Operator III  
14.81  
03044 - Computer Operator IV  
16.91  
03045 - Computer Operator V  
18.73  
03071 - Computer Programmer I (1)  
15.44  
03072 - Computer Programmer II (1)  
17.95  
03073 - Computer Programmer III (1)  
23.31  
03074 - Computer Programmer IV (1)  
25.09

03101 - Computer Systems Analyst I (1)  
22.07  
03102 - Computer Systems Analyst II (1)  
24.94  
03103 - Computer Systems Analyst III (1)  
27.62  
03160 - Peripheral Equipment Operator  
13.18  
05000 - Automotive Service Occupations  
05005 - Automotive Body Repairer, Fiberglass  
17.44  
05010 - Automotive Glass Installer  
14.61  
05040 - Automotive Worker  
14.61  
05070 - Electrician, Automotive  
15.26  
05100 - Mobile Equipment Servicer  
13.40  
05130 - Motor Equipment Metal Mechanic  
15.85  
05160 - Motor Equipment Metal Worker  
14.61  
05190 - Motor Vehicle Mechanic  
15.85  
05220 - Motor Vehicle Mechanic Helper  
12.83  
05250 - Motor Vehicle Upholstery Worker  
14.03  
05280 - Motor Vehicle Wrecker  
14.61  
05310 - Painter, Automotive  
15.26  
05340 - Radiator Repair Specialist  
14.61  
05370 - Tire Repairer  
12.95  
05400 - Transmission Repair Specialist  
15.85  
07000 - Food Preparation and Service Occupations  
(not set) - Food Service Worker  
7.26  
07010 - Baker  
9.82  
07041 - Cook I  
9.01  
07042 - Cook II  
9.82  
07070 - Dishwasher  
7.02  
07130 - Meat Cutter  
11.51



07250 - Waiter/Waitress  
7.52  
09000 - Furniture Maintenance and Repair Occupations  
09010 - Electrostatic Spray Painter  
16.36  
09040 - Furniture Handler  
12.56  
09070 - Furniture Refinisher  
16.36  
09100 - Furniture Refinisher Helper  
13.24  
09110 - Furniture Repairer, Minor  
15.06  
09130 - Upholsterer  
16.36  
11030 - General Services and Support Occupations  
11030 - Cleaner, Vehicles  
8.33  
11060 - Elevator Operator  
8.57  
11090 - Gardener  
10.89  
11121 - House Keeping Aid I  
7.13  
11122 - House Keeping Aid II  
8.26  
11150 - Janitor  
8.44  
11210 - Laborer, Grounds Maintenance  
11.26  
11240 - Maid or Houseman  
7.18  
11270 - Pest Controller  
11.75  
11300 - Refuse Collector  
8.86  
11330 - Tractor Operator  
9.93  
11360 - Window Cleaner  
9.96  
12000 - Health Occupations  
12020 - Dental Assistant  
11.04  
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver  
12.19  
12071 - Licensed Practical Nurse I  
11.02  
12072 - Licensed Practical Nurse II  
12.37  
12073 - Licensed Practical Nurse III  
13.83  
12100 - Medical Assistant  
10.24

12130 - Medical Laboratory Technician  
12.48  
12160 - Medical Record Clerk  
9.77  
12190 - Medical Record Technician  
13.54  
12221 - Nursing Assistant I  
8.03  
12222 - Nursing Assistant II  
9.03  
12223 - Nursing Assistant III  
10.02  
12224 - Nursing Assistant IV  
11.12  
12250 - Pharmacy Technician  
12.19  
12280 - Phlebotomist  
12.02  
12311 - Registered Nurse I  
16.21  
12312 - Registered Nurse II  
19.84  
12313 - Registered Nurse II, Specialist  
19.84  
12314 - Registered Nurse III  
24.00  
12315 - Registered Nurse III, Anesthetist  
24.00  
12316 - Registered Nurse IV  
28.76  
13000 - Information and Arts Occupations  
13002 - Audiovisual Librarian  
17.97  
13011 - Exhibits Specialist I  
14.52  
13012 - Exhibits Specialist II  
17.97  
13013 - Exhibits Specialist III  
22.14  
13041 - Illustrator I  
14.52  
13042 - Illustrator II  
17.97  
13043 - Illustrator III  
22.14  
13047 - Librarian  
20.00  
13050 - Library Technician  
11.82  
13071 - Photographer I  
11.36  
13072 - Photographer II  
12.71

13073 - Photographer III  
15.74  
13074 - Photographer IV  
19.25  
13075 - Photographer V  
23.29  
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations  
15010 - Assembler  
7.13  
15030 - Counter Attendant  
7.13  
15040 - Dry Cleaner  
9.18  
15070 - Finisher, Flatwork, Machine  
7.13  
15090 - Presser, Hand  
7.13  
15100 - Presser, Machine, Drycleaning  
7.13  
15130 - Presser, Machine, Shirts  
7.13  
15160 - Presser, Machine, Wearing Apparel, Laundry  
7.13  
15190 - Sewing Machine Operator  
9.79  
15220 - Tailor  
10.40  
15250 - Washer, Machine  
7.81  
19000 - Machine Tool Operation and Repair Occupations  
19010 - Machine-Tool Operator (Toolroom)  
17.17  
19040 - Tool and Die Maker  
19.93  
21000 - Material Handling and Packing Occupations  
21010 - Fuel Distribution System Operator  
14.78  
21020 - Material Coordinator  
16.31  
21030 - Material Expediter  
16.31  
21040 - Material Handling Laborer  
12.52  
21050 - Order Filler  
11.11  
21071 - Forklift Operator  
13.09  
21080 - Production Line Worker (Food Processing)  
13.24  
21100 - Shipping/Receiving Clerk  
11.46  
21130 - Shipping Packer  
12.23

21140 - Store Worker I  
9.65  
21150 - Stock Clerk (Shelf Stocker; Store Worker II)  
12.50  
21210 - Tools and Parts Attendant  
13.24  
21400 - Warehouse Specialist  
13.24  
23000 - Mechanics and Maintenance and Repair Occupations  
23010 - Aircraft Mechanic  
19.06  
23040 - Aircraft Mechanic Helper  
14.23  
23050 - Aircraft Quality Control Inspector  
18.99  
23060 - Aircraft Servicer  
16.18  
23070 - Aircraft Worker  
16.84  
23100 - Appliance Mechanic  
17.17  
23120 - Bicycle Repairer  
12.95  
23125 - Cable Splicer  
23.06  
23130 - Carpenter, Maintenance  
15.60  
23140 - Carpet Layer  
16.65  
23160 - Electrician, Maintenance  
19.02  
23181 - Electronics Technician, Maintenance I  
17.26  
23182 - Electronics Technician, Maintenance II  
18.03  
23183 - Electronics Technician, Maintenance III  
18.71  
23260 - Fabric Worker  
15.60  
23290 - Fire Alarm System Mechanic  
17.85  
23310 - Fire Extinguisher Repairer  
14.64  
23340 - Fuel Distribution System Mechanic  
17.85  
23370 - General Maintenance Worker  
14.61  
23400 - Heating, Refrigeration and Air Conditioning Mechanic  
16.58  
23430 - Heavy Equipment Mechanic  
15.85  
23440 - Heavy Equipment Operator  
17.08

23460 - Instrument Mechanic  
18.23  
23470 - Laborer  
9.97  
23500 - Locksmith  
17.17  
23530 - Machinery Maintenance Mechanic  
17.06  
23550 - Machinist, Maintenance  
15.85  
23580 - Maintenance Trades Helper  
12.83  
23640 - Millwright  
19.81  
23700 - Office Appliance Repairer  
17.17  
23740 - Painter, Aircraft  
17.17  
23760 - Painter, Maintenance  
17.29  
23790 - Pipefitter, Maintenance  
18.23  
23800 - Plumber, Maintenance  
17.55  
23820 - Pneudraulic Systems Mechanic  
17.85  
23850 - Rigger  
17.85  
23870 - Scale Mechanic  
16.45  
23890 - Sheet-Metal Worker, Maintenance  
20.49  
23910 - Small Engine Mechanic  
16.45  
23930 - Telecommunication Mechanic I  
20.69  
23931 - Telecommunication Mechanic II  
24.73  
23950 - Telephone Lineman  
20.01  
23960 - Welder, Combination, Maintenance  
15.85  
23965 - Well Driller  
17.85  
23970 - Woodcraft Worker  
17.85  
23980 - Woodworker  
14.64  
24000 - Personal Needs Occupations  
24570 - Child Care Attendant  
8.22  
24580 - Child Care Center Clerk  
11.88

24600 - Chore Aid  
8.84  
24630 - Homemaker  
13.78  
25000 - Plant and System Operation Occupations  
25010 - Boiler Tender  
18.71  
25040 - Sewage Plant Operator  
17.17  
25070 - Stationary Engineer  
19.15  
25190 - Ventilation Equipment Tender  
14.40  
25210 - Water Treatment Plant Operator  
17.17  
27000 - Protective Service Occupations  
(not set) - Police Officer  
17.54  
27004 - Alarm Monitor  
9.78  
27006 - Corrections Officer  
13.87  
27010 - Court Security Officer  
15.53  
27040 - Detention Officer  
13.87  
27070 - Firefighter  
14.43  
27101 - Guard I  
10.85  
27102 - Guard II  
11.80  
28000 - Stevedoring/Longshoremen Occupations  
28010 - Blocker and Bracer  
16.45  
28020 - Hatch Tender  
16.45  
28030 - Line Handler  
16.45  
28040 - Stevedore I  
15.60  
28050 - Stevedore II  
17.17  
29000 - Technical Occupations  
21150 - Graphic Artist  
18.32  
29010 - Air Traffic Control Specialist, Center (2)  
29.36  
29011 - Air Traffic Control Specialist, Station (2)  
20.24  
29012 - Air Traffic Control Specialist, Terminal (2)  
22.29

29023 - Archeological Technician I  
13.52  
29024 - Archeological Technician II  
15.11  
29025 - Archeological Technician III  
17.03  
29030 - Cartographic Technician  
19.23  
29035 - Computer Based Training (CBT) Specialist/ Instructor  
22.38  
29040 - Civil Engineering Technician  
16.70  
29061 - Drafter I  
12.68  
29062 - Drafter II  
14.27  
29063 - Drafter III  
15.84  
29064 - Drafter IV  
17.97  
29081 - Engineering Technician I  
16.89  
29082 - Engineering Technician II  
17.47  
29083 - Engineering Technician III  
19.63  
29084 - Engineering Technician IV  
23.94  
29085 - Engineering Technician V  
29.28  
29086 - Engineering Technician VI  
35.43  
29090 - Environmental Technician  
17.51  
29100 - Flight Simulator/Instructor (Pilot)  
24.94  
29160 - Instructor  
21.07  
29210 - Laboratory Technician  
16.10  
29240 - Mathematical Technician  
17.97  
29361 - Paralegal/Legal Assistant I  
14.74  
29362 - Paralegal/Legal Assistant II  
17.20  
29363 - Paralegal/Legal Assistant III  
21.03  
29364 - Paralegal/Legal Assistant IV  
25.42  
29390 - Photooptics Technician  
17.97

29480 - Technical Writer  
22.91  
29491 - Unexploded Ordnance (UXO) Technician I  
18.66  
29492 - Unexploded Ordnance (UXO) Technician II  
22.57  
29493 - Unexploded Ordnance (UXO) Technician III  
27.05  
29494 - Unexploded (UXO) Safety Escort  
18.66  
29495 - Unexploded (UXO) Sweep Personnel  
18.66  
29620 - Weather Observer, Senior (3)  
16.46  
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)  
14.41  
29622 - Weather Observer, Upper Air (3)  
14.41  
31000 - Transportation/ Mobile Equipment Operation Occupations  
31030 - Bus Driver  
13.77  
31260 - Parking and Lot Attendant  
10.21  
31290 - Shuttle Bus Driver  
14.25  
31300 - Taxi Driver  
12.60  
31361 - Truckdriver, Light Truck  
13.14  
31362 - Truckdriver, Medium Truck  
13.77  
31363 - Truckdriver, Heavy Truck  
14.70  
31364 - Truckdriver, Tractor-Trailer  
14.70  
99000 - Miscellaneous Occupations  
99020 - Animal Caretaker  
8.12  
99030 - Cashier  
7.33  
99041 - Carnival Equipment Operator  
10.05  
99042 - Carnival Equipment Repairer  
10.37  
99043 - Carnival Worker  
8.04  
99050 - Desk Clerk  
8.22  
99095 - Embalmer  
18.66  
99300 - Lifeguard  
9.80



99310 - Mortician  
 18.66  
 99350 - Park Attendant (Aide)  
 12.31  
 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)  
 11.60  
 99500 - Recreation Specialist  
 11.39  
 99510 - Recycling Worker  
 11.64  
 99610 - Sales Clerk  
 9.95  
 99620 - School Crossing Guard (Crosswalk Attendant)  
 8.21  
 99630 - Sport Official  
 9.80  
 99658 - Survey Party Chief (Chief of Party)  
 18.70  
 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)  
 14.62  
 99660 - Surveying Aide  
 11.70  
 99690 - Swimming Pool Operator  
 11.51  
 99720 - Vending Machine Attendant  
 10.11  
 99730 - Vending Machine Repairer  
 11.51  
 99740 - Vending Machine Repairer Helper  
 10.11

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444

should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.